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10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

12 In re:

13 THE LITIGATION PRACTICE GROUP P.C.,

14 Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**DECLARATION OF CHRISTOPHER
CELENTINO REGARDING SERVICE OF
90-DAY CONSUMER OPT-OUT NOTICE
UPON COMPLETE LIST OF KNOWN
CONSUMER CLIENTS OF LITIGATION
PRACTICE GROUP**

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19 I, Christopher, Celentino, declare:

20 I am an attorney duly licensed to practice before this Court. I am a Partner of the law firm
21 Dinsmore & Shohl LLP, Special Counsel to Richard A. Marshack, Chapter 11 Trustee (the
22 "Trustee"). I make this Declaration based on personal knowledge and if called to testify to the
23 truthfulness of its contents, could and would do so competently.

24 1. On August 2, 2023, the Court entered its ORDER (A) APPROVING SALE OF
25 ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS
26 PURSUANT TO 11 U.S.C. § 363(b), (B) APPROVING ASSUMPTION AND ASSIGNMENT OF
27 CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND OTHER
28 AGREEMENTS, AND (C) GRANTING [Dkt. No. 352] (the "Sale Order") authorizing the trustee

1 to consummate the sale of the assets of LPG to Morning Law Group ("MLG"). The sale to MLG
2 closed effective August 4, 2023. On August 7, 2023, the Court entered its ORDER APPOINTING
3 NANCY RAPOPORT AS ETHICS COMPLIANCE MONITOR [Dkt. No. 363] (the "Monitor
4 Order") appointing Nancy Rapoport as the monitor (the "Monitor"). On August 7, 2023, the Court
5 entered its ORDER GRANTING MOTION FOR ORDER APPROVING STIPULATION RE
6 AVOIDANCE AND RECOVERY OF AVOIDABLE TRANSFERS TO DEFENDANT PHOENIX
7 LAW, PC AND TURNOVER OF ALL RELATED PROPERTY TO THE TRUSTEE AND
8 ORDER OF DISMISSAL WITHOUT PREJUDICE OF DEFENDANTS WILLIAM TAYLOR
9 CARSS AND MARIA EYAH TAN AKA EYAH TAN [Dkt. No. 365] (the "Phoenix Transfer
10 Order") approving the unwinding of LPG's wrongful transfer of its consumer client files to Phoenix
11 Law, P.C. ("Phoenix"), the transfer of which files with reformed contracts formed the basis of the
12 Trustee's sale to MLG. Immediately after entry of the Phoenix Transfer Order, I transmitted the
13 proposed final versions of 90-Day Consumer Opt-Out Notice (the "90-Day Notice") and the
14 proposed Assumption and Assignment Notice (the "AA Notice") to the Monitor, who was charged
15 under the Monitor Order to review, analyze, comment upon and to confirm the contents of the same
16 were in compliance with ethical and other applicable laws before finalization and electronic service
17 upon the thousands of current and former consumer clients that comprised the universe of known
18 consumer clients of LPG.¹

19 2. On Monday, August 7, 2023, I transmitted to the Monitor the proposed MLG Legal
20 Services Agreement ("LSA"), which pursuant to this Court's ORDER APPROVING MOTION OF
21 TRUSTEE RICHARD A. MARSHACK FOR ENTRY OF AN ORDER (A) APPROVING SALE,
22 SUBJECT TO OVERBID, OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
23 ENCUMBRANCES, AND INTERESTS PURSUANT TO 11 U.S.C. §363(b) AND (B)
24 APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
25 CONTRACTS AND UNEXPIRED LEASES AND OTHER AGREEMENTS [Dkt. No. 320] (the
26 "Court's Opinion") entered July 22, 2023 and the Sale Order, would serve as the "reformed" contract
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28 ¹ As a courtesy, these documents were also sent to Lucy Thomson.

1 authorizing MLG to continue to service former LPG clients. Over the course of a few days, I am
2 informed and believe that the Monitor and the Principals of MLG were engaged in the detailed
3 review of the aforementioned documents.

4 3. On Wednesday, August 16, 2023, I was informed by the Monitor that she had given
5 final approval of the content of the 90-Day Notice; she had given final approval on the LSA
6 Engagement Agreement on Tuesday, August 15, 2023; the AA Notice has not yet been finally
7 approved by the Monitor. Prior to transmission to the Monitor, all versions of the 90-Day Notice
8 and the AA Notice contained all comments from the Trustee, the OCC and the OUST. The Monitor's
9 transmission of the approvals of the 90-Day Notice and the LSA appear to have been sent directly
10 by the Monitor to the Trustee, OCC and UST.

11 4. On Wednesday, August 16, 2023, at my direction, principals at MLG used the
12 Debtor's former Luna CRM communication system (purchased by MLG in the Sale) to send the 90-
13 Day Notice to all known current and former customers of LPG. Attached hereto as Exhibit "A" is
14 true and correct copy of the final 90-Day Notice which was electronically served as aforementioned.
15 At my direction, we caused a Proof of Service of same to be filed with the Court.

16 5. Without limitation, it is evident that the Monitor's responsiveness, courtesy and
17 professionalism was reciprocated in kind by MLG.

18 I declare under penalty of perjury under the laws of the State of California and the United
19 States of America that the foregoing is true and correct and that this declaration was executed on
20 this 17th day August 2023 at San Diego, California.

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22 /s/ Christopher Celentino
Christopher Celentino
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Exhibit "A"

90-Day Consumer Opt-Out Notice

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NOTICE TO CONSUMERS

In Re LITIGATION PRACTICE GROUP, PC
Case No. 8:23-bk-10571
90-DAY NOTICE OF SALE AND FILE TRANSFER

Please be advised that pursuant to Court order entered August 2, 2023, Morning Law Group, P.C. (the “Purchaser”, “We”, or “Us”) has agreed to provide you with legal services for which you originally signed up with the Litigation Practice Group, PC (“LPG”). We are providing you with this Notice pursuant to our authority as the Bankruptcy Court-approved interim operator of LPG, or, if required by applicable states’ ethics rules, as the Purchaser. In accordance with the Court’s order and Rule 1.17 of the California Rules of Professional Conduct, you have the following rights during the 90-Day Notice Period that ends on November 14, 2023 (“Notice Period”):

Your Current Agreement

You are receiving this Notice because LPG’s records indicate that you are a party to a legal services agreement (the “Original Agreement”) with LPG.

On March 20, 2023, LPG filed a bankruptcy case (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Central District of California (the “Bankruptcy Court”). On August 2, 2023, the Bankruptcy Court entered an order approving a sale of LPG’s law practice to Us. The Bankruptcy Court also ordered that the Original Agreement must be “reformed” to remove provisions that may violate applicable law. We refer to your modified legal services agreement, which removes any provisions that violate applicable law, as the “Reformed Agreement.”

In connection with the sale, We intend to perform legal services on your behalf, subject to the terms of the Reformed Agreement on an interim and, potentially, longer-term basis.

Your Rights Upon the Sale

Requirements under California Law:

LPG is a law firm with its main office in California; therefore, California law gives you the right to “opt out” of the transfer of your Reformed Agreement to Us.

Under Rule 1.17 of the California Rules of Professional Conduct, this Notice is intended to inform you that the Litigation Practice Group, PC’s law practice is being transferred to Us. You have the right to retain other counsel; you may take possession of any of your client materials and property, as required by Rule 1.16(e)(1) of the California Rules of Professional Conduct; and if no response is received to this Notice within 90 days after it is sent, or if your rights would be prejudiced by a failure by Us to act during that time, We may act on your behalf until otherwise notified by you.

Requirements of Other States’ Laws:

For clients located in states other than California, additional ethics rules or procedures governing the sale of a law practice may apply. Accordingly, if additional notice or procedures are required

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EXHIBIT "A"

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by your state beyond the requirements under California law, we will comply promptly with those requirements, including, if necessary, providing a supplemental notice in the manner required by the applicable state ethics rules.

Your Three Options

➤ **1. Opt In:**

You may consent to Us providing you with legal services and opt in to the transfer of your file by reviewing, signing, and returning the Legal Services Agreement that we will send you. You must send the signed Legal Services Agreement directly to Us at the address or e-mail address provided below. We will send you the new Legal Services Agreement, which will replace your Reformed Agreement once you sign it.

➤ **2. Opt Out:**

If you do not want Us to provide you with legal services or to have your file transferred to Us, you have the right to opt out and request a refund and a copy of your file by notifying Us within the Notice Period at the address or e-mail address provided below. If you choose to opt out, your Reformed Agreement with LPG will be rejected and terminated pursuant to applicable Bankruptcy Law. **PLEASE BE AWARE THAT YOUR MATTER MAY HAVE URGENT DEADLINES, SO YOU SHOULD SEEK LEGAL COUNSEL AS SOON AS POSSIBLE IF YOU ELECT TO OPT OUT.**

➤ **3. Do Nothing Within the Notice Period:**

If you choose not to opt in or opt out, and you take no action during the Notice Period, you will be deemed to have opted in to representation by Us, and your file will be transferred to Us after the expiration of the Notice Period under the terms of your Reformed Agreement. Choosing to take no action during the Notice Period, however, does not prevent you from terminating our services and requesting a refund and a copy of your file at any time. The Legal Services Agreement, which will replace the Reformed Agreement and govern our services going forward, will be sent to you after the expiration of the Notice Period.

➤ **Personal Identifiable Information**

Your name and contact information (phone and e-mail address) will be provided to Us. Other personal identifiable information included in your client file (including but not limited to date of birth, social security number, and account information) will not be transferred to Us, unless you: 1) opt in; or 2) do nothing within the Notice Period; provided, however, that We might need to access this information as necessary to provide legal services to you before you take action pursuant to this Notice. If you do nothing within the Notice Period, We may have to access your legal file to provide services that might be needed to preserve your matter and your rights, and any such review will not be deemed a violation of this section.

DURING THE NOTICE PERIOD, WE WILL ALSO HAVE THE RIGHT TO DETERMINE WHETHER WE WILL TAKE ASSIGNMENT OF, AND CONTINUE TO SERVICE, YOUR REFORMED AGREEMENT AFTER THE NOTICE PERIOD ENDS. YOU WILL RECEIVE A SEPARATE NOTICE CONCERNING “ASSUMPTION AND ASSIGNMENT” PROCEDURES THAT ADDRESSES THAT PROCESS, WHICH YOU SHOULD READ CAREFULLY. YOU MAY ALSO WISH TO CONSULT WITH AN INDEPENDENT ATTORNEY.

LPG’s bankruptcy estate has contracted with Us to provide interim services under your Reformed Agreement until you opt in, opt out, we elect to not take assignment of your Reformed Agreement, or the Notice Period expires.

Please contact Us directly at Morning Law Group, P.C., 3347 Michelson Dr., Suite 400 Irvine, CA 92612, , or email address: clientservices@morninglawgroup.com, with all questions.

Please send your request to Opt In to: clientservices@morninglawgroup.com,
Or Telephone: 424.622.4044

Please send your request to Opt Out to: optout@morninglawgroup.com.
Or Telephone: 424.284.8188

Sincerely,

Morning Law Group, P.C., as court-
approved interim operator of LPG
and on behalf of itself, as required.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document entitled **DECLARATION OF CHRISTOPHER CELENTINO REGARDING SERVICE OF 90-DAY CONSUMER OPT-OUT NOTICE UPON COMPLETE LIST OF KNOWN CONSUMER CLIENTS OF LITIGATION PRACTICE GROUP**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On August 17, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On August 17, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on August 17, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

JUDGE'S COPY

The Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 17, 2023
Date

Caron Burke
Printed Name

/s/ Caron Burke
Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

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Eric Bensamochan on behalf of Creditor Oxford Knox, LLC
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Eric Bensamochan on behalf of Interested Party Courtesy NEF
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Eric Bensamochan on behalf of Interested Party Eric Bensamochan
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Jenny L Doling on behalf of Interested Party National Consumer Bankruptcy Rights Center
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Christopher Ghio on behalf of Trustee Richard A Marshack (TR)

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Laila Masud on behalf of Plaintiff Richard Marshack
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Laila Masud on behalf of Trustee Richard A Marshack (TR)
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Douglas A Plazak on behalf of Defendant Han Trinh
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Douglas A Plazak on behalf of Defendant Jayde Trinh
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Douglas A Plazak on behalf of Defendant Scott James Eadie
dplazak@rhlaw.com

Daniel H Reiss on behalf of Defendant Touzi Capital, LLC

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

dhr@lnbyg.com, dhr@ecf.inforuptcy.com

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Gregory M Salvato on behalf of Interested Party Courtesy NEF
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Olivia Scott on behalf of Creditor Hi Bar Capital LLC
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Jonathan Serrano on behalf of Trustee Richard A Marshack (TR)
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Paul R Shankman on behalf of Creditor United Partnerships, LLC
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Andrew Still on behalf of Interested Party Courtesy NEF
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